

EMPLOYMENT AGREEMENT

X 1979 - 80 - 81

(Two Year Agreement)

Between: the Central Teachers Association  
and the Independence Township  
Board of Education in Warren  
County

REINHOLD CITY

## ARTICLE I

The Independence Township Board of Education recognizes the Central Teachers Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all certificated personnel whether under contract, on leave, on a per diem basis, employed or to be employed,

including: teachers  
                  nurse  
                  librarian

but excluding: principal  
                  Child Study Team

## ARTICLE II

### Grievance Procedure

Definition: "A grievance shall mean a complaint by an employee (1) that there has been as to him a violation, misinterpretation or inequitable application of any of the provisions of the agreement or (2) that he has been treated unfairly or inequitably by reason of any act or condition which is contrary to established board policy or administrative practice as outlined in the teacher's manual. However, the term "grievance" shall not apply to any matter which (a) a method of review is prescribed by law or State Board Rule having the force and effect of law, or (b) any matter which according to law, is either beyond the scope of the Board authority or limited to unilateral action by the Board authority or limited to unilateral action by the Board alone, (c) a complaint of a non-tenure teacher which arises by reason of his not being re-employed, or (d) a complaint by any certified personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required. As used in this definition, the term "employee" shall mean also a group of employees having the same grievance. A grievance to be considered under this procedure must be initiated by the aggrieved within

thirty (30) calendar days of its occurrence, or within thirty (30) calendar days of when the teacher should have known of its occurrence. If the grievance is not filed within this thirty (30) day limit, the grievance is deemed waived. The Association recognizes that the Board has the responsibility and the authority to manage and direct on behalf of the public all the operations and activities of the school district to the full extent authorized by Law. The exercise of these powers, rights, authority, duties, and responsibilities by the Board and adoption of such rules, regulations and policies as it may deem necessary, shall be limited only by the specific and expressed terms of this agreement.

- a. Any professional employee who has a grievance shall discuss it first with his principal in an attempt to resolve the matter at that level.
- b. If, as a result of the discussion, the matter is not resolved to the satisfaction of the aggrieved employee, he shall set forth his complaint in writing to the principal. The written grievance shall contain a statement as to all facts which the employee intends to rely upon in support of the grievance and the specific article of the contract shall have been violated. The principal shall communicate his decision to the employee in writing within ten (10)

school days after receiving the written grievance.

- c. If the grievance is not settled after reaching the principal, the matter may be referred to the Professional Relations Committee of the Central Teachers Association for consideration. The Committee shall make a determination as soon as possible, but within a period not to exceed ten (10) days.
- d. If the Professional Relations Committee determines that the grievance has or may have merit, it shall recommend that the grievance be heard by the Board of Education. The Board, or a committee thereof, shall review the grievance and, if the Board deems necessary, hold a hearing with the employee and render a decision in writing within thirty (30) days of receipt of the grievance by the Board or within thirty (30) calendar days of the hearing with the employee, whichever comes later. The decision of the Board shall become its final determination and shall be reviewable only as provided by law or pertinent to section "g" of this article.

- e. If the Professional Relations Committee determines that the grievance is without merit, it will so advise the employee and a copy of its findings shall be sent to the Administrative Principal and to the Board of Education.
- f. An employee whose grievance has been determined to be without merit by the Professional Relations Committee, shall have the right to appeal to the Board of Education.
- g. If circumstances seem to make it desirable, the Board of Education and the employee or his representatives may seek independent advice to assist them in reaching an agreement. All information previously gathered shall be made available to the advisers so obtained.

ARTICLE III  
SALARY GUIDE 1979-1980

Years of Employment	Non-Degree	B.S.	B.S.		Masters +15	Masters +30	Masters +30 Doctorate
			+ 15	+ 30			
1	9,100	10,100	10,400	10,800	11,200	11,450	11,700 12,300
2	9,400	10,400	10,700	11,100	11,500	11,750	12,000 12,600
3	9,800	10,800	11,100	11,500	11,900	12,150	12,470 13,000
4	10,400	11,400	11,700	12,100	12,500	12,750	13,000 13,600
5	10,900	11,900	12,200	12,600	13,000	13,250	13,500 14,100
6	11,400	12,400	12,700	13,100	13,500	13,750	14,000 14,600
7	11,900	12,900	13,200	13,600	14,000	14,250	14,500 15,100
8	12,400	13,400	13,700	14,100	14,500	14,750	15,000 15,600
9	12,900	13,900	14,200	14,600	15,000	15,250	15,500 16,100
10	13,400	14,400	14,700	15,100	15,500	15,750	16,000 16,600
11	13,900	14,900	15,200	15,600	16,000	16,250	16,500 17,100
12	14,400	15,400	15,700	16,100	16,500	16,750	17,000 17,600
13	15,000	16,000	16,300	16,700	17,100	17,350	17,600 18,200
14	15,600	16,600	16,900	17,300	17,700	17,950	18,200 18,800
15	16,100	17,100	17,400	17,800	18,200	18,450	18,700 19,300

a. The salary and placement on the salary guide for the first year of employment in Independence Township is negotiable between the Board and the employee.

b. Up to 4 years military service shall receive proper credit

c. Beginning the:

20th year - add \$300 to the 15th step  
 25th year - add \$400 to the 15th step  
 30th year - add \$500 to the 15th step  
 35th year - add \$600 to the 15th step

ARTICLE III  
Salary Guide 1980 - 1981

<u>Years of Employment</u>	<u>Non Degree</u>	<u>B.S.</u>	<u>B.S. + 15</u>	<u>B.S. + 30</u>	<u>Masters</u>	<u>Masters +15</u>	<u>Masters +3+</u>	<u>Doctorate</u>
1.	9,350	10,350	10,650	11,100	11,600	11,850	12,100	12,850
2.	9,850	10,850	11,150	11,600	12,100	12,350	12,600	13,350
3.	10,350	11,350	11,650	12,100	12,600	12,850	13,100	13,850
4.	10,850	11,850	12,150	12,600	13,100	13,350	13,600	14,350
5.	11,350	12,350	12,650	13,100	13,600	13,850	14,100	14,850
6.	11,850	12,850	13,150	13,600	14,100	14,350	14,600	15,350
7.	12,350	13,350	13,650	14,100	14,600	14,850	15,100	15,850
8.	12,850	13,850	14,150	14,600	15,100	15,350	15,600	16,350
9.	13,350	14,350	14,650	15,100	15,600	15,850	16,100	16,850
10.	13,850	14,850	15,150	15,600	16,100	16,350	16,600	17,350
11.	14,350	15,350	15,650	16,100	16,600	16,850	17,100	17,850
12.	14,950	15,950	16,250	16,700	17,200	17,450	17,700	18,450
13.	15,550	16,550	16,850	17,300	17,800	18,050	18,300	19,050
14.	16,350	17,350	17,650	18,100	18,600	18,850	19,100	19,850
15.	17,150	18,150	18,450	18,900	19,400	19,650	20,000	20,750

a. The salary and placement on the salary guide for the first year of employment in Independence Township is negotiable between the Board and the employee.

b. Up to 4 years military service shall receive proper credit

c. Beginning the:

- 20th year - add \$500 to the 15th step
- 25th year - add \$750 to the 15th step
- 30th year - add \$1000 to the 15th step
- 35th year - add \$1250 to the 15th step

ARTICLE IV  
SALARY GUIDE PROVISIONS

The Board and the Association agree to the established policies a through k as listed below:

- a. The salary and placement on the salary guide for the first year of employment in Independence Township is negotiable between the Board and the employee. Up to 4 years of military experience shall be credited.
- b. The guide applies to all full-time certificated personnel except those holding emergency certificates.
- c. Graduate credits shall be those credits earned after the awarding of the highest degree held. The credits must also be classified by the college or university when earned as being in the graduate category. All credits not meeting the last mentioned requirements must be approved by the Chief School Administrator for the district and/or the Board of Education.
- d. A bachelor's degree or master's degree as mentioned in the salary guide must be in the field of education or in a field pertaining to the occupational role held by the individual in our school system.
- e. Any change in salary schedules through the awarding of a higher degree or earned credits must be applied for in writing prior to November 1 of the school year previous to its being granted.
- f. At the time of initial employment, if any one past experience year is not a full year, it will be counted as a full year if the total number of months worked in the year equals five or more.
- g. Past experience credit will not be given for substitute teaching unless it was on a contract basis for five or more months.
- h. Teachers employed on a ten (10) month contract shall be paid in twenty (20) equal semi-monthly installments; the installments to be made on the 15th and 30th day of the month employed. When the 15th or 30th day of the month falls on a school holiday, vacation or weekend, payment shall be made on the last previous school day.
- i. Teachers may individually elect to have a set amount of their monthly salary deducted from their pay check and forwarded to Tri-County Teachers Credit Union, Morristown, New Jersey.

Article IV (continued)

- j. A teacher having served at least 25 years as a member of the certificated or professional staff of Independence Township, shall, upon notification of intent to retire, receive a final year additional salary grant of \$1000. Notification of intent to retire shall be in the form of a letter of resignation with the retirement becoming effective on or before the 30th day of June following.
- k. Upon retirement from the teaching profession, a certificated professional employee who has been employed a minimum of ten (10) years in the Independence Township School District shall be compensated for unused accumulated sick days earned while an employee of the Board. The compensation shall be paid at a rate of five (5) dollars per unused day. To qualify for this benefit the employee must submit written notification of the intent to retire, to the chief school administrator for the district on or before December 1 of the school year previous to the school year of retirement.

## ARTICLE V

The Board shall reimburse teachers for the cost of college tuition (only) for college credits successfully earned at a maximum rate equal to 100% of the current cost per credit established at or by Rutgers, the State University. The following conditions must be met:

1. All courses taken must be pertinent to the teaching job currently held by the teacher in hope that the teaching-learning situation in the classroom will be improved.
2. Courses to be taken must have prior written approval of the Administrative Principal for the district.
3. Application for approval of courses must be accompanied by a college catalog containing a complete course description.
4. To be reimbursed the teacher must present the following:
  - a. College transcript verifying completion of course.
  - b. Official records from the college verifying the amount of tuition paid.
  - c. Evidence of prior approval by the Principal on the proper form provided.
5. When all evidence of course completion (#4) has been submitted to the principal, he in turn will present the approved teachers voucher to the Board at the next regular meeting. Reimbursement should be made within thirty calendar days from the date of the Board meeting.

Under no circumstance will there be reimbursement for courses taken to acquire the following:

1. A bachelor's degree
2. State certification

Those teachers who have been approved and matriculated in a degree program as of November 1, 1978 may continue in that program with the Board of Education reimbursing the teacher at a rate equal to 100% of the cost per credit established at the institution where matriculated. This rate of reimbursement shall continue until the degree is earned.

## ARTICLE VI

The Board and the Association agree to the following:

### A. Health Insurance

1. The Board shall provide health care insurance protection. The Board shall pay the single rate for all employees plus the cost of dependent coverage for those electing to choose dependent coverage.
2. Employees shall have the Health Benefits for New Jersey, Public and School Employees, as provided by Hospital Service Plan of New Jersey, , Medical Surgical Plan of New Jersey, and The Prudential Insurance Company of America, or its equivalent.
3. Provisions and descriptions of the health care program shall be provided to each teacher. This shall include the conditions and limits of coverage.

### B. Income Protection

1. The Board shall provide income protection.
2. The Board shall pay premium costs to a maximum of \$100 per employee.

### C. Prepaid Prescription Program

1. The Board shall provide a prepaid prescription program. The Board shall pay the single rate for all employees plus the cost of appropriate dependent coverage for those electing to choose dependent coverage.
2. Employees shall have the prescription program as provided by the Blue Cross of New Jersey.
3. Provisions and descriptions of the program shall be provided to each teacher. This shall include the conditions and limits of coverage.

## ARTICLE VII

### (Teachers Proposal "Specialists")

- A. The board recognizes the need for the following services and will make every effort to see that the services are provided:

Music  
Physical Education  
Remedial Reading  
Nurse  
Art

- B. The number of specialists employed shall not be reduced during the school year.
- C. The Board of Education will endeavor to provide qualified specialists within the realm of economic ability, considering the recommendations of the C. T. A. and the growth of school enrollment.
- D. Substitutes will be provided for specialists as soon as possible in the absentee period, with three days being the maximum period of time without a substitute.

## ARTICLE VIII

### AIDES

The Board agrees to employ one full time aide with the following provisions:

- A. The hours and working conditions of the Aide shall be set by the Board.
- B. The AIDE shall be under the direct supervision of the Administrative Principal and her program shall be arranged by him.
- C. Part of the AIDE'S daily program shall be the supervision of children in grades one through six during what is known as the noon playground period.
- D. If the noon playground period should be abolished the AIDE's duty shall include supervision of the cafeteria during lunch periods in lieu of playground.
- E. The number of AIDES employed shall not be reduced through the school year.

## ARTICLE IX

### PERSONAL LEAVE

- A. Teachers shall receive two (2) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Application to the principal for personal leave shall be made at least two (2) days before taking such leave (except in case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave, other than that he is taking it under the Personal Business Section.
- B. Personal business days are not to be granted immediately preceding a school vacation. When it is necessary for days to be taken immediately preceding or following a school vacation the reason shall be submitted for approval as soon as possible. The only reasons acceptable will be those that in the judgement of the chief school administrator are legitimate.

## ARTICLE X

### TEACHER FACILITIES

1. A separate, private dining area for the exclusive use of employees.
2. Upon the request of the association, vending machines may be permitted in the teacher's lounge.
3. The lounge shall be equipped with a sink with both hot and cold running water; refrigerator and cabinet for the use of employees.

## ARTICLE XI

### Board's Rights

The Board of Education reserves to itself sole jurisdiction and right, in compliance with the laws of the State of New Jersey and the rulings of the State Commissioner of Education, to hire, assign, promote and direct employees covered by this agreement, or to take disciplinary action against said employees (up to and including discharge) for just cause, to direct school operations, and to take whatever other actions may be necessary to accomplish the mission of the school district except as may be specifically provided by the language of this agreement.

DURATION OF AGREEMENT

This Agreement shall become effective as of the 1st day of July, 1979, and shall continue in effect until the 30th day of June, 1981.

This Agreement constitutes the entire understanding of the parties and shall not be modified during its term except by mutual consent of the parties thereto and said modifications shall be in writing and attached hereto and made part hereof.

Neither party is under any obligation during the term of this Agreement to negotiate as to any items covered by this Agreement, any items proposed during the negotiations, and any items which could have been proposed during the negotiations.

IN WITNESS WHEREOF, the Association has caused this Agreement to be signed by its President and Secretary, and the Board has caused this Agreement to be signed by its President, attested by its Secretary and its seal placed thereon.

CENTRAL TEACHERS ASSOCIATION

BY: Annette Munley  
President

BY: Laura H. Kistner  
Secretary

INDEPENDENCE TOWNSHIP  
BOARD OF EDUCATION

BY: Walter H. Hancher  
President

BY: Walter Hancher  
Secretary

November 7, 1978  
Date

Nov. 6, 1978  
Date